

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
WISCONSIN BELL, INC. d/b/a SBC WISCONSIN
AND
FIRST COMMUNICATIONS, LLC**

This TRO/TRRO Amendment amends the Interconnection Agreement by and between Wisconsin Bell, Inc. d/b/a SBC Wisconsin ("SBC Wisconsin") and First Communications, LLC ("CLEC"). SBC Wisconsin and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in SBC Wisconsin's service territory in the State of Wisconsin.

WHEREAS, SBC Wisconsin and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended [the "Act"], dated _____ (the "Agreement"); and

WHEREAS, the Federal Communications Commission ("FCC") released on August 21, 2003 a "Report and Order on Remand and Further Notice of Proposed Rulemaking" in CC Docket Nos. 01-338, 96-98 and 98-147, 18 FCC Rcd 16978 (as corrected by the Errata, 18 FCC Rcd 19020, and as modified by Order on Reconsideration (rel. August 9, 2004) (the "*Triennial Review Order*" or "*TRO*"), which became effective as of October 2, 2003; and

WHEREAS, the U.S. Circuit Court of Appeals, District of Columbia Circuit released its decision in *United States Telecom Ass'n v. F.C.C.*, 359 F.3d 554 (D.C. Cir. 2004) ("*USTA II*") on March 2, 2004 and its associated mandate on June 16, 2004; and

WHEREAS, the FCC released orders on August 9, 2004 and October 18, 2004 in Docket No. 01-338, ("TRO Reconsideration Orders") which subsequently became effective; and

WHEREAS, the FCC released an order on February 4, 2005 in WC Docket No 04-313 and CC Docket No. 01-338, (the "*Triennial Review Remand Order*" or "*TRO Remand*"), which became effective as of March 11, 2005;

WHEREAS, pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Agreement in order to give contractual effect to the effective portions of the TRO, TRO Reconsideration Orders, and TRO Remand **as set forth herein**;

NOW, THEREFORE, in consideration of the foregoing, and the promises and mutual agreements set forth in the Agreement and in this Amendment, the Agreement is hereby amended to ensure that the terms and conditions of the Agreement related to specific network elements made available hereunder on an unbundled basis under Sections 251(c)(3) and (d)(2) are conformed so as to be consistent with applicable federal law:

0.1 Definitions. The following definitions are applicable to this Attachment.

0.1.1 Building. For purposes of this Attachment relative to the DS1 and DS3 loop caps as defined in Rules 51.319(a)(4)(ii) and 51.319(a)(5)(ii), a "building" or a "single building" is a structure under one roof. Two or more physical structures that share a connecting wall or are in close physical proximity shall not be considered a single building solely because of a connecting tunnel or covered walkway, or a shared parking garage or parking area, unless such structures share the same street address, (e.g., two department stores connected by a covered walkway to protect shoppers from weather would be considered two separate buildings). An educational, industrial, governmental or medical premises or campus shall constitute a single building for purposes of the DS1 and DS3 loop and transport caps provided that all of the structures are located on the same continuous property and the DS1 and/or DS3 loops are terminated at a single structure and are subsequently routed throughout the premises or campus, the property is owned and/or leased by the same end-user customer, and the property is not separated by a public roadway.

- 0.1.2 Fiber-to-the-Curb (FTTC) Loop. A Fiber-to-the-Curb Loop is defined as a (1) local Loop consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the customer's premises or (2) a local Loop serving customers in a Predominantly Residential MDU consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the MDU's MPOE. For purposes of the definition of FTTC and FTTH Loops, examples of a "Predominantly Residential" MDU include an apartment building, condominium building, cooperative or planned unit development that allocates more than fifty percent percent of its rentable square footage to residences. Notwithstanding the above, a loop will only be deemed a FTTC Loop if it connects to a copper distribution plant at a serving area interface from which every other copper distribution Subloop also is not more than 500 feet from the respective customer's premises.
- 0.1.3 Fiber-to-the-Home Loop. A Fiber-to-the-Home (FTTH) Loop is defined as a local Loop serving a Customer and consisting entirely of fiber optic cable, whether dark or lit, or, in the case of Predominantly Residential MDUs, a fiber optic cable, whether dark or lit, that extends to the multiunit premises' minimum point of entry (MPOE).
- 0.1.4 Hybrid Loop is a local Loop composed of both fiber optic cable and copper wire or cable between the main distribution frame (or its equivalent) in an SBC Wisconsin wire center and the demarcation point at the customer premises.
- 0.1.5 Mass Market Customer is an end user customer who is either (a) a residential customer or (b) a very small business customer at a premises served by telecommunications facilities with an aggregate transmission capacity of less than twenty-four (24) DS-0s.
- 0.1.6 Intentionally left blank.
- 0.1.7 Non-Impaired Wire Centers for DS1 and DS3 Unbundled High-Capacity Loops. In accordance with Rule 51.319(a)(4), Unbundled DS1 Loop Non-Impaired Wire Centers are defined as wire centers serving at least 60,000 business lines and at least four fiber-based collocators. In accordance with Rule 51.319(a)(5), DS3 Loop Non-Impaired Wire Centers are defined as wire centers serving at least 38,000 business lines and at least four fiber-based collocators.
- 0.1.8 Tier 1 Non-Impaired Wire Centers for DS1, DS3 and Dark Fiber Unbundled Dedicated Transport. Tier 1 Non-Impaired Wire Centers are defined in accordance with Rule 51.319(e)(3)(i) as wire centers serving at least four fiber-based collocators, at least 38,000 business lines, or both.
- 0.1.9 Tier 2 Non-Impaired Wire Centers for DS1, DS3 and Dark Fiber Unbundled Dedicated Transport. Tier 2 non-impaired Wire Centers are defined in accordance with Rule 51.319(e)(3)(ii) as wire centers that are not Tier 1 Wire Centers, but contain at least three fiber-based collocators, at least 24,000 business lines, or both.
- 0.1.10 Tier 3 Wire Centers. In accordance with Rule 51.319(e)(3)(iii), Tier 3 Wire Centers are defined as wire centers that do not meet the criteria for Tier 1 and Tier 2 Wire Centers.
- 0.1.11 Business Lines. For purposes of determining Tier 1 and Tier 2 Wire Centers, Business Line tallies shall be calculated in accordance with the FCC's TRRO, including Rule 51.5 as follows: A Business Line is an ILEC-owned switched access line used to serve a business customer, whether by the ILEC itself or by a CLEC that leases the line from the ILEC. The number of business lines in a wire center shall equal the sum of all ILEC business switched access lines, plus the sum of all UNE loops connected to that wire center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, business line tallies (1) shall include only those access lines connecting end-user customers with ILEC end-offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for

ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to 24 64 kbps-equivalents, and therefore to 24 “Business Lines.” Centrex and PBX Trunks and Centrex Extensions will be counted as outlined in the ARMIS 43-08 reporting guidelines.

- 0.1.12 **Embedded Base.** Embedded Base used as a term in this Attachment is defined for TRO Affected Elements identified in Section 1.0 as those TRO Affected Elements for which CLEC had generated and SBC Wisconsin had accepted a valid service order requesting the provisioning of such TRO Affected Element(s) for a customer as of the date of this Attachment. For the TRO Remand Affected Elements identified in Sections 2.0 and 3.0, the Embedded Base is defined as including those customers for which CLEC had generated and SBC Wisconsin had accepted a valid service order requesting the provisioning of TRO Remand Affected Element(s) prior to March 11, 2005.
- 0.1.13 **DS1 Loop.** A “DS1 Loop”, in accordance with Rule 51.319(a)(4), is defined as a digital local loop having a total digital signal speed of 1.544 MBps per second. A DS1 Loop includes the electronics necessary to provide the DS1 transmission rate digital UNE Local Loop having a total digital signal speed of 1.544 megabytes per second. A DS1 Loop also includes all electronics, optronics and intermediate devices used to establish the transmission path to the end user customer premises as well as any inside wire owned or controlled by SBC Wisconsin that is part of that transmission path. DS1 Loops include, but are not limited to, two-wire and four-wire copper loops capable of providing high-bit rate DSL services, including T1 services.
- 0.1.14 **Fiber-Based Collocator.** A fiber-based collocator is any carrier, unaffiliated with the ILEC, that maintains a collocation arrangement in an ILEC wire center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a collocation arrangement within the wire center; (2) leaves the ILEC wire center premises; and (3) is owned by a party other than the ILEC or any affiliate of the ILEC, except as set forth in this paragraph. Dark fiber obtained from an ILEC on an indefeasible right of use basis shall be treated as non-ILEC fiber-optic cable. Two or more affiliated fiber-based collocators in a single wire center shall collectively be counted as a single fiber-based collocator. For purposes of this definition the term “affiliate” is defined by 47 U.S.C. §153(1).
- 0.1.15 **DS3 Loop.** DS3 Loops are digital transmission channels suitable for the transport of isochronous bipolar serial data at a rate of 44.736 Mbps (the equivalent of 28 DS1 channels). A DS3 Loop includes the electronics necessary to provide the DS3 transmission rate having a total digital signal speed of 44.736 megabytes per second. A DS3 Loop also includes all of the electronics, optronics and intermediate devices used to establish the transmission path to the end user customer premises as well as any inside wire owned or controlled by SBC Wisconsin that is part of that transmission path.
- 0.1.16 **Dedicated Transport.** Dedicated Transport in accordance with Rule 51.319(e) and (e)(1) includes SBC Wisconsin transmission facilities between wire centers or switches owned by SBC Wisconsin, or between wire centers or switches owned by SBC Wisconsin and switches owned by other telecommunications carriers, including, but not limited to, DS1-, DS3- and OCn-capacity level services, as well as dark fiber, dedicated to a particular customer or carrier.
- 0.1.17 **“Commingling”** means the connecting, attaching, or otherwise linking of a UNE, or a combination of UNEs, to one or more facilities or services that CLEC has obtained at wholesale from SBC Wisconsin, pursuant to any method other than unbundling under Section 251(c)(3) of the Act, or the combining of a UNE, or a combination of UNEs, with one or more such wholesale facilities or services. “Commingle” means the act of commingling.
- 0.1.18 **“Commingled Arrangement”** means the arrangement created by Commingling.

- 0.1.19 “Enhanced Extended Link” or “EEL” means a UNE combination consisting of UNE loop(s) and UNE Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example, with or without multiplexing capabilities).
- 0.1.20 Entrance Facilities. Entrance Facilities are defined as dedicated transport facilities that do not connect a pair of SBC Wisconsin wire centers, including but not limited to, the transmission facilities that connect CLEC’s networks with SBC Wisconsin’s networks.
- 0.1.21 “Commission” means the Wisconsin Public Service Commission.
- 0.1.22 “Rule” refers to the FCC regulations set forth in Title 47 of the U.S. Code of Federal Regulations.
- 1.0 **TRO-Declassified Elements** Pursuant to the *TRO*, nothing in the Agreement requires SBC Wisconsin to provide to CLEC any of the following items, either alone or in combination (whether new, existing, or pre-existing) with any other element, service or functionality:
- (i) intentionally left blank;
 - (ii) OCn level dedicated transport¹;
 - (iii) DS1 and above Local Circuit Switching (defined as Local Switching for the purpose of serving end user customers using DS1 capacity and above Loops) To avoid any doubt, pursuant to this Attachment, SBC Wisconsin is no longer required to provide any ULS/UNE-P pursuant to Section 251(c)(3) except as otherwise provided for in this Attachment, e.g., the Embedded Base during the transition periods as set forth in Sections 1.0 and 2.0
 - (iv) OCn loops;
 - (v) the feeder portion of the loop as a stand alone UNE under Section 251;
 - (vi) line sharing, except as grandfathered as provided by the TRO;
 - (vii) any call-related database, other than the 911 and E911 databases, to the extent not provided in conjunction with unbundled local switching;
 - (viii) SS7 signaling to the extent not provided in conjunction with unbundled local switching;
 - (ix) packet switching, including routers and DSLAMs;
 - (x) the packetized bandwidth, features, functions, capabilities, electronics and other equipment used to transmit packetized information over hybrid loops, including without limitation, xDSL-capable line cards installed in digital loop carrier (“DLC”) systems or equipment used to provide passive optical networking (“PON”) capabilities
 - (xi) fiber-to-the-home loops and fiber-to-the-curb loops
- 1.2 Cessation of TRO Affected Elements - New Orders. SBC Wisconsin is not required to provide the TRO Affected Element(s) on an unbundled basis either alone or in combination (whether new, existing, or pre-existing) with any other element, service or functionality, to CLEC under the Agreement. Accordingly, upon the Amendment Effective Date, CLEC will cease new orders for TRO Affected Element(s).
- 1.3 In addition to those Transition Periods set forth in other sections of this Attachment, and without limiting the same, SBC Wisconsin and CLEC will abide by the following transitional procedures with respect to the TRO Affected Elements:

¹ Nothing herein is meant to indicate any agreement as to whether SBC WISCONSIN is required to provide DS-0-level dedicated transport to CLECs as an unbundled network element under Section 251, or otherwise, and the parties expressly reserve their rights regarding the same. The absence of DS-0-level dedicated transport in Section 1.1 of this Amendment shall have no bearing on this issue in any other jurisdiction.

- 1.3.1 With respect to TRO Affected Elements and/or the combination of TRO Affected Elements as defined in Section 1.1 of this Attachment, SBC Wisconsin will notify CLEC in writing as to any TRO Affected Element previously made available to CLEC that is or has become a TRO Affected Element, as defined in Section 1.1 of this Attachment herein ("Identified TRO Facility"). For purposes of the Agreement and this Attachment, such Identified TRO Facilities shall be considered TRO Affected Elements.
- 1.3.2 For any Identified TRO Facility that SBC Wisconsin provides notice, SBC Wisconsin shall continue to provide the Embedded Base of any such TRO Affected Element without change to CLEC on a transitional basis. At any time after CLEC receives notice from SBC Wisconsin pursuant to Section 1.3.1 above, but no later than the end of 90 days from the date CLEC received notice, CLEC shall, using the applicable service ordering process and interface, either (i) request disconnection; (ii) submit a request for analogous access service; or (iii) identify and request another alternative service arrangement.
- 1.3.3 CLEC agrees to pay all non-recurring charges applicable to the transition of its Embedded Base provided the order activities necessary to facilitate such transition involve physical work (i.e., does not include the re-use of Identified TRO Facilities in the same configuration) and involve other than a "record order" transaction including those services ordered from a Tariff. The rates, terms and conditions associated with such transactions are set forth in the Pricing Schedule and/or Tariff applicable to the service being transitioned to. To the extent that physical work is not involved in the transition and a service order is generated, the applicable service order charge will be the only applicable charge. For example, if the CLEC transitions to a special access service, only applicable order charges from the access tariff will apply. SBC Wisconsin will complete CLEC transition orders in accordance with the OSS guidelines in place in support of the analogous service that the CLEC is requesting the Identified TRO Facility be transitioned to with any disruption to the end user's service reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, SBC Wisconsin shall accomplish such conversions in a manner to minimize a disruption detectable to the end user. Where necessary or appropriate, SBC Wisconsin and CLEC shall coordinate such conversions.
- 1.4 Notwithstanding anything to the contrary in the Agreement, including any amendments to the Agreement, at the end of the ninety day transitional period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under subparagraph 1.3.2(i), above, and if CLEC and SBC Wisconsin have failed to reach agreement, under subparagraph 1.3.2(ii) or (iii), above, as to a substitute service arrangement or element, then SBC Wisconsin will convert the subject element(s), whether alone or in combination with or as part of any other arrangement, to an analogous resale or access service or arrangement, if available, at rates applicable to such analogous service or arrangement.
- 2.0 TRO Remand-Declassified Elements - Mass Market Unbundled Local Switching and UNE-P.** Notwithstanding anything in the Agreement, pursuant to Rule 51.319(d) as set forth in the TRO Remand Order, effective March 11, 2005, SBC Wisconsin is no longer required to provide any ULS/UNE-P pursuant to Section 251(c)(3) except as otherwise provided for in this Attachment, e.g., the Embedded Base during the transition periods as set forth in Sections 1.0 and 2.0.
- 2.1 Transitional Provision of Embedded Base.** As to each Mass Market ULS or Mass Market UNE-P, after March 11, 2005, pursuant to Rules 51.319(d), as set forth in the TRO Remand Order, SBC Wisconsin shall continue to provide access to CLEC's embedded base of Mass Market ULS Element or Mass Market UNE-P (i.e. only Mass Market ULS Elements or Mass Market UNE-P ordered by CLEC *before* March 11, 2005), in accordance with and only to the extent permitted by the terms and conditions set forth in the Agreement, for a transitional period of time, ending upon the earlier of:

- (a) CLEC's disconnection or other discontinuance [except Suspend/Restore] of use of one or more of the Mass Market ULS Element(s) or Mass Market UNE-P;
- (b) CLEC's transition of a Mass Market ULS Element(s) or Mass Market UNE-P to an alternative arrangement; or
- (c) March 11, 2006.

SBC Wisconsin's transitional provision of embedded base Mass Market ULS or Mass Market UNE-P under this Section 2 shall be on an "as is" basis, except that CLEC may continue to submit orders to add, change or delete features on the embedded base Mass Market ULS or Mass Market UNE-P, or may re-configure to permit or eliminate line splitting. Upon the earlier of the above three events occurring, as applicable, SBC Wisconsin may, without further notice or liability, cease providing the Mass Market ULS Element(s) or Mass Market UNE-P.

2.1.1 Concurrently with its provision of embedded base Mass Market ULS or Mass Market UNE-P pursuant to this Amendment, and subject to this Section 2, and subject to the conditions set forth in Section 2.1.1.1 below, SBC Wisconsin shall also continue to provide access to call-related databases, SS7 call setup, ULS shared transport and other switch-based features in accordance with and only to the extent permitted by the terms and conditions set forth in the Agreement, and only to the extent such items were already being provided before March 11, 2005, in conjunction with the embedded base Mass Market ULS or Mass Market UNE-P.

2.1.1.1 The Agreement must contain the appropriate related terms and conditions, including pricing; and the features must be "loaded" and "activated" in the switch.

2.2 Transitional Pricing for Embedded Base. Notwithstanding anything in the Agreement, during the applicable transitional period of time, the price for the embedded base Mass Market ULS or Mass Market UNE-P shall be the higher of (A) the rate at which CLEC obtained such Mass Market ULS/UNE-P on June 15, 2004 plus one dollar, or (B) the rate the applicable state commission established(s), if any, between June 16, 2004, and March 11, 2005, for such Mass Market ULS/UNE-P, plus one dollar. CLEC shall be fully liable to SBC Wisconsin to pay such pricing under the Agreement, including applicable terms and conditions setting forth interest and/or late payment charges for failure to comply with payment terms, notwithstanding anything to the contrary in the Agreement.

- i. Regardless of the execution or effective date of this Amendment or the underlying Agreement, CLEC will be liable to pay the Transitional Pricing for Mass Market ULS Element(s) and Mass Market UNE-P, beginning March 11, 2005.
- ii. CLEC shall be fully liable to SBC Wisconsin to pay such Transitional Pricing under the Agreement, effective as of March 11, 2005, including applicable terms and conditions setting forth interest and/or late payment charges for failure to comply with payment terms.

2.3 End of Transitional Period. CLEC will complete the transition of embedded base Mass Market ULS and Mass Market UNE-P to an alternative arrangement by the end of the transitional period of time defined in the TRO Remand Order (March 11, 2006).

2.3.1 To the extent that there are CLEC embedded base Mass Market ULS or UNE-P [and related items, such as those referenced in Section 2.1.1, above] in place on March 11, 2006, SBC Wisconsin, without further notice or liability, will re-price such arrangements to a market-based rate.

3.0 TRO Remand-Declassified - Loop-Transport Elements. Notwithstanding anything in the Agreement, pursuant to Rule 51.319(a) and Rule 51.319(e) as set forth in the TRO Remand Order, effective March 11, 2005, CLEC is not permitted to obtain the following new unbundled high-capacity loop and dedicated transport elements, either alone or in combination:

Dark Fiber Loops;

DS1/DS3 Loops in excess of the caps or to any building served by a wire center described in Rule 51.319(a)(4) or 51.319(a)(5), as applicable;

DS1/DS3 Transport in excess of the caps or between any pair of wire centers as described in Rule 51.319(e)(2)(ii) or 51.319(e)(2)(iii), as applicable; or

Dark Fiber Transport, between any pair of wire centers as described in Rule 51.319(e)(2)(iv).

The above-listed element(s) are referred to herein as the "Affected Loop-Transport Element(s)."

3.1 Transitional Provision of Embedded Base. As to each Affected Loop-Transport Element, after March 11, 2005, pursuant to Rules 51.319(a) and (e), as set forth in the TRO Remand Order, SBC Wisconsin shall continue to provide access to CLEC's embedded base of Affected Loop-Transport Element(s) (i.e. only Affected Loop-Transport Elements ordered by CLEC *before* March 11, 2005), in accordance with and only to the extent permitted by the terms and conditions set forth in the Agreement, for a transitional period of time, ending upon the earlier of:

- (a) CLEC's disconnection or other discontinuance of use of one or more of the Affected Element(s);
- (b) CLEC's transition of an Affected Element(s) to an alternative arrangement; or
- (c) March 11, 2006 (for Affected DS1 and DS3 Loops and Transport) or September 11, 2006 (for Dark Fiber Loops and Affected Dark Fiber).

SBC Wisconsin's transitional provision of embedded base Affected Element(s) under this Section 3.1 shall be on an "as is" basis. Upon the earlier of the above three events occurring, as applicable, SBC Wisconsin may, without further notice or liability, cease providing the Affected Element(s).

3.2 Transitional Pricing for Embedded Base. Notwithstanding anything in the Agreement, during the applicable transitional period of time, the price for the embedded base Affected Loop-Transport Element(s) shall be the higher of (A) the rate CLEC paid for the Affected Loop-Transport Element(s) as of June 15, 2004 *plus* 15% or (B) the rate the state commission has established or establishes, if any, between June 16, 2004 and March 11, 2005 for the Affected Loop-Transport Element(s), *plus* 15%.

3.2.1 Regardless of the execution or effective date of this Amendment or the underlying Agreement, CLEC will be liable to pay the Transitional Pricing for all Affected Loop-Transport Element(s), beginning March 11, 2005.

3.2.2 CLEC shall be fully liable to SBC Wisconsin to pay such Transitional Pricing under the Agreement, effective as of March 11, 2005, including applicable terms and conditions setting forth interest and/or late payment charges for failure to comply with payment terms.

3.3 End of Transitional Period. CLEC will complete the transition of embedded base Affected Loop-Transport Elements to an alternative arrangement by the end of the transitional period of time defined in the TRO Remand Order (as set forth in Sections 3.1(c), above). For Dark Fiber Affected Elements, CLEC will remove all CLEC services from such Dark Fiber Affected Elements and return the facilities to SBC Wisconsin by the end of the transition period defined in the TRO Remand Order for such Dark Fiber Affected Elements.

3.3.1 Where SBC Wisconsin is no longer required to provide Unbundled Loops and Transport as defined in Section 3.1 of this Attachment, CLEC shall generate the orders necessary to disconnect or convert the Embedded Base of High-Capacity DS1 and DS3 Loop and Transport arrangements to analogous services where available. With respect to Dark Fiber Loops and Dark Fiber Transport, CLEC shall generate the orders necessary to disconnect such arrangements and return the facilities to SBC Wisconsin by the end of the transition period defined in the TRO Remand Order for such Dark Fiber Affected Elements.

3.3.1.1 SBC Wisconsin will complete CLEC transition orders in accordance with the OSS guidelines in place in support of the analogous service that the CLEC is requesting the Loop or Transport arrangement be transitioned to with any disruption to the end user's service reduced to a minimum or, where technically feasible given current systems and

processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, SBC Wisconsin shall accomplish such conversions in a manner to minimize any disruption detectable to the end user. Where necessary or appropriate, SBC Wisconsin and CLEC shall coordinate such conversions. CLEC is responsible for ensuring that it submits timely orders in order to complete the transition by the end of the applicable transition period in an orderly manner.

4.0 Non-Impaired Wire Center Criteria and Related Processes.

- 4.1 SBC Wisconsin has designated and posted to CLEC Online the wire centers where it contends the thresholds for DS1 and DS3 Unbundled High-Capacity Loops as defined pursuant to Rule 51.319(a)(4) and Rule 51.319(a)(5) and for Tier 1 and Tier 2 Non-Impaired Wire Centers as defined pursuant to Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii) have been met. SBC Wisconsin's designations shall be treated as controlling (even if CLEC believes the list is inaccurate) for purposes of transition and ordering unless CLEC provides a self-certification as outlined below. Until CLEC provides a self-certification for High-Capacity Loops and/or Transport for such wire center designations, CLEC will not submit High Capacity Loop and/or Transport orders based on the wire center designation, and if no self-certification is provided will transition its Embedded Base of DS1 and DS3 Loop and Transport arrangements affected by the designation by disconnecting or transitioning to an alternate facility or arrangement, if available, by March 11, 2006. CLEC will transition any affected Dark Fiber Transport arrangements affected by the wire center designations by disconnecting or transitioning to an alternate facility or arrangement, if available, by September 11, 2006. SBC Wisconsin will update the CLEC Online posted list and will advise CLECs of such posting via Accessible Letter, which term for the purposes of this Section 4.0 of this Amendment shall be deemed to mean an Accessible Letter issued after the effective date of this Amendment, as set forth in this Section 4.0 of this Amendment.

If the Commission has not previously determined, in any proceeding, that a wire center is properly designated as a wire center meeting the thresholds set forth pursuant to Rule 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii), then, prior to submitting an order for an unbundled DS1/DS3 High-Capacity Loop, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangement, CLEC shall perform a reasonably diligent inquiry to determine that, to the best of CLEC's knowledge, whether the wire center meets the non-impairment thresholds as set forth pursuant to Rules 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii). If, based on its reasonably diligent inquiry, the CLEC disputes the SBC Wisconsin wire center non-impairment designation, the CLEC will provide a self-certification to SBC Wisconsin identifying the wire center(s) for which it is self-certifying. In performing its inquiry, CLEC shall not be required to consider any lists of non-impaired Wire Centers compiled by SBC Wisconsin as creating a presumption that a Wire Center is not impaired. CLEC can send a letter to SBC Wisconsin claiming Self Certification or CLEC may elect to self-certify using a written or electronic notification sent to SBC Wisconsin. If CLEC makes such a self-certification, and CLEC is otherwise entitled to the ordered element under the Agreement, SBC Wisconsin shall provision the requested facilities in accordance with CLEC's order and within SBC Wisconsin's standard ordering interval applicable to such facilities. If SBC Wisconsin in error rejects CLEC orders, where CLEC has provided self certification in accordance with this Section 4.0 of this Amendment, SBC Wisconsin will modify its systems to accept such orders within 5 business hours of CLEC notification to its account manager. CLEC may not submit a self-certification for a wire center after the transition period for the DS1/DS3 Loops and/or DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport impacted by the designation of the wire center has passed.

- 4.1.1 The parties recognize that wire centers that SBC Wisconsin had not designated as meeting the FCC's non-impairment thresholds as of March 11, 2005, may meet those thresholds in the future. In the event that a wire center that is not currently designated as meeting one or more of the FCC's non-impairment thresholds, meets one or more of these thresholds at a later date, SBC Wisconsin may add the wire center to the list of designated wire centers and the Parties will use the following process:

- 4.1.1.1 SBC Wisconsin may update the wire center list as changes occur.
 - 4.1.1.2 To designate a wire center that had previously not met one or more of the FCC's impairment thresholds but subsequently does so, SBC Wisconsin will provide notification to CLEC via Accessible Letter and by a posting on CLEC Online.
 - 4.1.1.3 SBC Wisconsin will continue to accept CLEC orders for impacted DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport without requiring CLEC self-certification for 30 calendar days after the date the Accessible Letter is issued.
 - 4.1.1.4 In the event the CLEC disagrees with SBC Wisconsin's determination and CLEC has 60 calendar days from the issuance of the Accessible Letter to dispute SBC Wisconsin's determination regarding the wire center by providing a self-certification to SBC Wisconsin.
 - 4.1.1.5 If the CLEC does not use the self-certification process described in this Section 4.0 of this Amendment to self-certify against SBC Wisconsin's wire center designation within 60 calendar days of the issuance of the Accessible Letter, the parties must comply with the Applicable Transitional Period as follows: transition all circuits that have been declassified by the wire center designation(s) within 30 days ending on the 90th day after the issuance of the Accessible Letter providing the wire center designation of non-impairment or the end of the applicable transition period described in Section 3.2 of this Amendment, whichever is later. For the Applicable Transitional Period, no additional notification will be required. CLEC may not obtain new DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport in wire centers and/or routes where such circuits have been declassified during the applicable transition period.
 - 4.1.1.6 If the CLEC does provide self-certification to dispute SBC Wisconsin's designation determination within 60 calendar days of the issuance of the Accessible Letter, SBC Wisconsin may dispute CLEC's self-certification as described in Sections 4.1.3 and 4.1.4 of this Amendment and SBC Wisconsin will accept and provision the applicable loop and transport orders for the CLEC providing the self certification during a dispute resolution process.
 - 4.1.1.7 During the applicable transition period, the rates paid will be the rates in effect at the time of the non-impairment designations plus 15%.
- 4.1.2 If the Commission has previously determined, in any proceeding, even if CLEC was not a party to that proceeding where appropriate notice has been provided to the CLEC and where CLEC has the opportunity to participate, that a wire center is properly designated as a wire center meeting the thresholds set forth pursuant to Rule 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii), then CLEC shall not request-DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements declassified by the non-impairment status of the wire center in such wire center. SBC CLEC Online shall be uploaded to indicate that the wire center was the subject of an Commission determination. If a CLEC withdraws its self-certification after a dispute has been filed with the Commission, but before the Commission has made a determination regarding the wire center designation, the wire center designation(s) that were the subject of the dispute will be treated as though the Commission approved SBC Wisconsin's designations.
- 4.1.3 In the state of Wisconsin, if it desires to do so, SBC Wisconsin can dispute the self-certification and associated CLEC orders for facilities pursuant to the following procedures: SBC Wisconsin will notify the CLEC of its intent to dispute the CLEC's self-certification within 30 days of the CLEC's self-certification or within 30 days of the effective date of this amendment, whichever is later. SBC Wisconsin will file the dispute for resolution with the state Commission within 60 days of the CLEC's self-certification or within 60 days of the effective date of this amendment, whichever is later. SBC

Wisconsin will notify CLECs of the filing of such a dispute via Accessible Letter. If the self-certification dispute is filed with the state Commission for resolution, the Parties will not oppose requests for intervention by other CLECs if such request is related to the disputed wire center designation(s). The parties agree to urge the state Commission to adopt a case schedule resulting in the prompt resolution of the dispute. SBC Wisconsin's failure to file a timely challenge, i.e., within 60 days of the CLEC's self-certification or within 60 days of the effective date of this Amendment, whichever is later, to any CLEC's self certification for a given wire center shall be deemed a waiver by SBC Wisconsin of its rights to challenge any subsequent self certification for the affected wire center except as provided below. SBC Wisconsin shall promptly notify CLEC of any time where SBC Wisconsin has waived its ability to challenge a self-certification as to any wire center for carrier. SBC Wisconsin may challenge future CLEC self-certifications pertaining to the wire center if the underlying facts pertaining to the designation of non-impairment have changed, in which case the Parties will follow the provisions for updating the wire center list outlined in Section 4.1.1 of this Amendment. During the timeframe of any dispute resolution proceeding, SBC Wisconsin shall continue to provide the High-Capacity Loop or Transport facility in question to CLEC at the rates in the Pricing Appendix to the Agreement. If the CLEC withdraws its self-certification, or if the state Commission determines through arbitration or otherwise that CLEC was not entitled to the provisioned DS1/DS3 Loops or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport under Section 251, the rates paid by CLEC for the affected loop or transport shall be subject to true-up as follows:

- 4.1.3.1 For the affected loop/transport element(s) installed prior to March 11, 2005, if the applicable transition period is within the initial *TRRO* transition period described in Section 3.2 of this Amendment, CLEC will provide true-up based on the FCC transitional rate described in Section 3.2 of this Amendment. The true-up will be calculated using a beginning date that is equal to the latter of March 11, 2005, or, for wire centers designated by SBC Wisconsin after March 11, 2005, thirty days after SBC's notice of non-impairment. The transitional rate will continue to apply until the facility has been transitioned or through the end of the applicable transition period described in Section 3.2 of this Amendment, whichever is earlier. For all other affected loop/transport elements, CLEC will provide true-up to an equivalent special access rate as of the latter of the date billing began for the provisioned element or thirty days after SBC Wisconsin's notice of non-impairment. If no equivalent special access rate exists, true-up will be determined using the transitional rate described in Section 3.2.1 of this Amendment.
- 4.1.4 In the event of a dispute following CLEC's Self-Certification, upon request by the Commission or CLEC, SBC Wisconsin will make available, subject to the appropriate state or federal protective order, and other reasonable safeguards, all documentation and all data upon which SBC Wisconsin intends to rely, which will include the detailed business line information for the SBC Wisconsin wire center or centers that are the subject of the dispute.
- 4.2 The provisions of Section 3.2.2 of this Amendment shall apply to the transition of DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements impacted by wire center designation(s). As outlined in Section 3.2.2 of this Amendment, requested transitions of DS1/DS3 High Capacity loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall be performed in a manner that reasonably minimizes the disruption or degradation to CLEC's customer's service, and all applicable charges shall apply. Cross-connects provided by SBC Wisconsin in conjunction with such Loops and/or Transport shall be billed at applicable wholesale rates (i.e. if conversion is to an access product, they will be charged at applicable access rates). Cross-connects that are not associated with such transitioned DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall not be re-priced.
- 4.3 SBC Wisconsin will process CLEC orders for DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport, or Dark Fiber Transport conversion or disconnection. SBC Wisconsin will not convert or disconnect these services prior to the end of the applicable transitional period unless specifically requested by the CLEC;

however, CLEC is responsible for ensuring that it submits timely orders in order to complete the transition by the end of applicable transitional period in an orderly manner.

- 4.4 A building that is served by both an impaired wire center and a non impaired wire center and that is not located in the serving area for the non-impaired wire center will continue to have Affected Elements available from the impaired wire center and support incremental moves, adds, and changes otherwise permitted by the Agreement, as amended
- 4.5 Notwithstanding anything to the contrary in the Agreement, including any amendments to this Agreement, at the end of the Applicable Transitional Period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under Section 3.2.2 of this Amendment above, and if CLEC and SBC Wisconsin have failed to reach agreement under Section 3.2.2.4 of this Amendment above as to a substitute service arrangement or element, then SBC Wisconsin may, at its sole option, disconnect dark fiber element(s), whether previously provided alone or in combination with or as part of any other arrangement, or convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service, if available at rates applicable to such analogous service or arrangement.

5.0 Commingling and Commingled Arrangements.

- 5.1 SBC Wisconsin shall permit CLEC to Commingle a UNE or a combination of UNEs with facilities or services obtained at wholesale from SBC Wisconsin. For the Commingled Arrangements listed in the Section 5.1, and any Commingled Arrangements voluntarily (i.e., not the result of state commission order) made available by SBC Wisconsin in the future in any of its 13 SBC Wisconsin ILEC states, SBC Wisconsin shall make such Commingled Arrangements available in Wisconsin as long as the UNE or combination of UNEs and the facilities or services being obtained at wholesale for that commingled arrangement are available in Wisconsin. The types of Commingled Arrangements which SBC Wisconsin is required to provide as of the date on which this Amendment is effective will be posted on CLEC Online, and updated when new Commingling Arrangements are made available. The following SBC Wisconsin Commingled Arrangements have been posted to CLEC Online as available and fully tested on an end-to-end basis, i.e., from ordering through provisioning and billing:

- i. UNE DS-0 Loop connected to a channelized Special Access DS1 Interoffice Facility, via a special access 1/0 mux
- ii. UNE DS1 Loop connected to a channelized Special Access DS3 Interoffice Facility, via a special access 3/1 mux#
- iii. UNE DS3 Loop connected to a non-concatenated Special Access Higher Capacity Interoffice Facility (e.g., SONET Service)#
- iv. UNE DS1 Dedicated Transport connected to a channelized Special Access DS3 Loop#
- v. UNE DS3 Dedicated Transport connected to a non-concatenated Special Access Higher Capacity Loop (i.e., SONET Service)#
- vi. Special Access Loop connected to channelized UNE DS1 Dedicated Transport, via a 1/0 UNE mux
- vii. Special Access DS1 loop connected to channelized UNE DS3 Dedicated Transport, via a 3/1 UNE mux#
- viii. UNE DS1 Loop connected to a non-channelized Special Access DS1 Interoffice Facility #
- ix. UNE DS3 Loop connected to a non-channelized Special Access DS3 Interoffice Facility #
- x. UNE DS3 Dedicated Transport connected to a non-channelized Special Access DS3 Loop#
- xi. Special Access DS1 channel termination connected to non-channelized UNE DS1 Dedicated Transport#

Indicates that FCC's eligibility criteria of 47 C.F.R. § 51.318(b) applies, including the collocation requirement.

- 5.1.1 To the extent that SBC Wisconsin requires the CLEC to submit orders for the Commingling Arrangements included in 5.1 (i) through (xii) manually, the mechanized service order charge shall be applicable.
- 5.1.2 For any Commingling Arrangement the CLEC desires that is not included in Section 5.1 of this Attachment, or subsequently established by SBC Wisconsin, CLEC shall request any such desired Commingling Arrangement and SBC Wisconsin shall respond pursuant to the Bona Fide Request Process (BFR) as outlined in the underlying Agreement. Through the BFR process, once the Parties agree that the development will be undertaken to make a new Commingling Arrangement available, SBC Wisconsin will work with the CLEC to process orders for new Commingling Arrangements on a manual basis pending the completion of systems development.
- 5.2 Upon request and to the extent provided by applicable law and the provisions of the Amended Agreement, SBC Wisconsin shall permit CLEC to connect a Section 251 UNE or a combination of Section 251 UNEs with facilities or services obtained at wholesale from SBC Wisconsin (including access services) and/or with compatible network components or services provided by CLEC or third parties, including, without limitation, those Commingling Arrangements consistent with Section 5.0 of this Attachment.
- 5.3 For example, without limitation of this provision, SBC Wisconsin will, upon request, connect loops leased or owned by CLEC to a third-party's collocation arrangement upon being presented with documentation that the CLEC has authorization from the third party to connect loops. In addition, ILEC will, upon request, connect an EEL leased by CLEC to a third-party's collocation upon presentation of documentation of authorization. In addition, SBC Wisconsin will, upon request and documentation of authorization, connect third-party loops and EELs to CLEC collocation sites. An EEL provided hereunder may terminate to a third party's collocation arrangement that meets the requirements of Section 6.3.4 upon presentation of documentation of authorization by that third party. Subject to the other provisions hereof, Section 251 UNE loops may be accessed via cross-connection to a third party's Section 251(c)(6)'s collocation arrangement upon presentation of documentation of authorization by that third party.
- 5.4 Upon request, and to the extent required by applicable law and the applicable provisions of this Attachment, SBC Wisconsin shall perform the functions necessary to Commingle a Section 251 UNE or a combination of Section 251 UNEs with one or more facilities or services that CLEC has obtained at wholesale from SBC Wisconsin (as well as requests where CLEC also wants SBC Wisconsin to complete the actual Commingling), except that SBC Wisconsin shall have no obligation to perform the functions necessary to Commingle (or to complete the actual Commingling) if (i) it is not technically feasible, including that network reliability and security would be impaired; (ii) SBC Wisconsin's ability to retain responsibility for the management, control and performance of its network would be impaired, or (iii) it would undermine the ability of other telecommunications carriers to obtain access to UNEs or to interconnect with SBC Wisconsin's network. Subject to the terms and conditions of the Agreement and this Attachment, CLEC may connect, combine, or otherwise attach UNEs and combinations of UNEs to wholesale services obtained from SBC Wisconsin, and SBC Wisconsin shall not deny access to Section 251 UNEs and combinations of Section 251 UNEs on the grounds that such facilities or services are somehow connected, combined or otherwise attached to wholesale services obtained from SBC Wisconsin.

- 5.5 SBC Wisconsin shall only charge CLEC the recurring and non-recurring charges in commingling service order processes where physical work is required to create the commingled arrangement as set forth in the Pricing Schedule attached to this Agreement applicable to the Section 251 UNE(s), facilities or services that CLEC has obtained at wholesale from SBC Wisconsin. Where there is no physical work and a record order type is necessary to create the commingled arrangement, only such record order charge shall apply. Notwithstanding any other provision of the Agreement or any SBC Wisconsin tariff, the recurring and non-recurring charges applicable to each portion of a Commingled facility or service shall not exceed the rate for the portion if it were purchased separately unless otherwise agreed to by the Parties pursuant to the BFR process.
- 5.6 When CLEC purchases Commingled Arrangements from SBC Wisconsin, SBC Wisconsin shall charge CLEC element-by-element and service-by-service rates. SBC Wisconsin shall not be required to, and shall not, provide “ratcheting” as a result of Commingling or a Commingled Arrangement, as that term is used in the FCC’s Triennial Review Order. As a general matter, “Ratcheting” is a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate.
- 5.7 Intentionally left blank.
- 5.8 SBC Wisconsin agrees that CLEC may request to Commingle the following elements to the extent that SBC Wisconsin is required to provide them pursuant to Section 271 of the Act (“271 Elements”): (i) Local Loop transmission from the central office to the End Users’ premises (unbundled from local switching or other services), and (ii) Local transport from the trunk side of a wireline Local Exchange Carrier switch (unbundled from switching or other services). If CLEC makes a request to commingle the 271 items identified in Section 5.9, SBC Wisconsin and CLEC shall attempt to negotiate mutually agreeable terms and conditions, not in the context of this Attachment or the Agreement, but in a separate commercial agreement.
- 5.9 Unless expressly prohibited by the terms of this Attachment, SBC Wisconsin shall permit CLEC to connect an unbundled Network Element or a Combination of unbundled Network Elements with wholesale (i) services obtained from SBC Wisconsin, (ii) services obtained from third parties or (iii) facilities provided by CLEC. For purposes of example only, CLEC may Commingle unbundled Network Elements or Combinations of unbundled Network Elements with other services and facilities including, but not limited to, switched and special access services, or services purchased under resale arrangements with SBC Wisconsin.
- 6.0 EELs.
- 6.1 SBC Wisconsin agrees to make available to CLEC Enhanced Extended Links (“EELs”) on the terms and conditions set forth below. SBC Wisconsin shall not impose any additional conditions or limitations upon obtaining access to EELs or to any other UNE combinations other than those set out in this Agreement. Except as provided below in this Section 6.0 and subject to this Section 6.1, SBC Wisconsin shall provide access to Section 251 UNEs and combinations of Section 251 UNEs without regard to whether CLEC seeks access to the UNEs to establish a new circuit or to convert an existing circuit from a service to UNEs provided the rates, terms and conditions under which such Section 251 UNEs are to be provided are included within the CLEC’s underlying Agreement.
- 6.2 An EEL that consists of a combination of voice grade to DS-0 level UNE local loops combined with a UNE DS1 or DS3 Dedicated Transport (a “Low-Capacity EEL”) shall not be required to satisfy the Eligibility Criteria set out in this Sections 6.2 and 6.3. If an EEL is made up of a combination that includes one or more of the following described combinations (the “High-Cap EELs”), each circuit to be provided to each customer is required to terminate in a collocation arrangement that meets the requirements of Section 6.3.4 below (e.g., the end of the UNE Dedicated Transport that is opposite the end connected to the UNE loop must be accessed by CLEC at such a collocation arrangement via a cross-connect unless the EEL is

Commingled with a wholesale service in which case the wholesale service must terminate at the collocation). A High-Cap EEL is either:

- (A) an unbundled DS1 Loop in combination, or Commingled, with a dedicated DS1 transport or dedicated DS3 or higher transport facility or service, or to an unbundled DS3 Loop in combination, or Commingled, with a dedicated DS3 or higher transport facility or service; or
- (B) an unbundled dedicated DS1 transport facility in combination, or Commingled, with an unbundled DS1 Loop or a DS1 channel termination service, or to an unbundled dedicated DS3 transport facility in combination, or Commingled, with an unbundled DS1 Loop or a DS1 channel termination service, or to an unbundled DS3 Loop or a DS3 or higher channel termination service.

6.3 SBC Wisconsin shall make Low Capacity EELs available to CLEC without restriction, except as otherwise provided in the Agreement or this Attachment. SBC Wisconsin shall provide access to the High-Cap EELs (Sections 6.2(A) and 6.2(B)) only when CLEC satisfies the following service Eligibility Criteria:

6.3.1 CLEC (directly and not via an affiliate) has received state certification (or equivalent regulatory approval, as applicable) from the Commission to provide local voice service in the area being served. By issuing an order for an EEL, CLEC certifies that it has the necessary processes and procedures in place to certify that it will meet the EELs Eligibility Criteria for each such order it submits. SBC Wisconsin hereby acknowledges that CLEC has received sufficient state certifications to satisfy these criteria. CLEC hereby agrees that by submitting an order to SBC Wisconsin for an Included Arrangement (whether new, as a result of a requested conversion, or otherwise), CLEC is certifying that it meets and will continue to meet the requirements of Section 6 as to such Included Arrangement(s) on a circuit-by-circuit/service-by-service/Included Arrangement-by-Included Arrangement basis. Such certification-by-order shall have the same weight and effect as a separate certification and certification-by-order shall not diminish or otherwise affect CLEC's obligation to meet and to continue to comply with the criteria or certification requirements set forth in this Section 6.

6.3.1.1 Anything to the contrary in this Section notwithstanding, CLEC shall not be required to provide certification to obtain access to Low Capacity EELs, other Combinations or individual unbundled Network Elements.

6.3.1.1.1 This method of certification-by-order applies only to certifications of Eligibility Criteria set forth in this Section 6, and not to self-certifications relative to routes, Buildings and wire centers.

6.3.2 The following Eligibility Criteria must be satisfied for each High-Cap EEL, including without limitation each DS1 circuit, each DS3 circuit, each DS1 EEL and each DS1 equivalent circuit on a DS3 EEL in accordance with Rule 51.318(b)(2):

- (i) Each circuit to be provided to each customer will be assigned a local number prior to the provision of service over that circuit. Each DS1 circuit to be provided to each end user customer will have at least one DS-0 assigned a local telephone number (NPA-NXX-XXXX).
- (ii) Each DS1-equivalent circuit on a DS3 EEL must have its own local telephone number assignment, so that each DS3 must have at least 28 local voice telephone numbers assigned to it;
- (iii) Each DS1 equivalent circuit to be provided to each customer will have designed 911 or E911 capability prior to the provision of service over that circuit.
- (iv) Each DS1 circuit to be provided to each customer will terminate in a collocation arrangement meeting the requirements of Section 6.3.4 of this Attachment;

- (v) Each DS1 circuit to be provided to each end user customer will be served by an interconnection trunk that meets the requirements of Section 6.3.5 of this Attachment;
 - (vi) For each 24 DS1 EELs or other facilities having equivalent capacity, CLEC will have at least one active DS1 local service interconnection trunk that meets the requirements of Section 6.3.5 of this Attachment; and
 - (vii) Each DS1 circuit to be provided to each customer will be served by a switch capable of switching local voice traffic.
- 6.3.3 The Eligibility Criteria set forth in this Section 6.3 shall apply to any arrangement that includes more than one of the UNEs, facilities, or services set forth in Section 6.2, including, without limitation, to any arrangement where one or more UNEs, facilities, or services not set forth in Section 6.2 is also included or otherwise used in that arrangement (whether as part of a UNE combination, Commingled Arrangement, or a Special Access to UNE Conversion), and irrespective of the placement or sequence of them.
- 6.3.4 Pursuant to the collocation terms and conditions in the underlying Agreement, a collocation arrangement meets the requirements of this Section 6.0 if it is:
- (A) Established pursuant to Section 251(c)(6) of the Act and located at SBC Wisconsin's premises within the same LATA as the customer's premises, when SBC Wisconsin is not the collocator; or
 - (B) Established pursuant to any collocation type defined in any SBC Wisconsin Tariff to the extent applicable, or any applicable CLEC interconnection agreement.
 - (C) Located at a third party's premises within the same LATA as the customer's premises, when the incumbent LEC is the collocator.
- 6.3.5 Pursuant to the network interconnection terms and conditions in the underlying Agreement, an interconnection trunk meets the requirements of Sections 6.3.2(v) and (vii) of this Attachment if CLEC will transmit the calling party's Local Telephone Number in connection with calls exchanged over the trunk and the trunk is located in the same LATA as the customer's premises served by the Arrangement.
- 6.3.6 Before (1) converting a High-Cap wholesale service to a High-Cap EEL, (2) ordering a new High-Cap EEL Arrangement, or (3) ordering a High-Cap EEL that is comprised of Commingled wholesale services and UNEs, CLEC must certify to all of the Eligibility Criteria set out in Section 6.3 for each circuit. To the extent the Eligibility Criteria for High Cap EELs apply, CLEC shall be permitted to self-certify its compliance with the Eligibility Criteria by providing SBC Wisconsin notification pursuant to Sections 6.3.1 and/or 6.3.1.1. Upon CLEC's self-certification of compliance, in accordance with this Attachment, SBC Wisconsin shall provide the requested EEL in accordance with this Attachment, and shall not exercise self help to deny the provisioning of the requested EEL.
- 6.3.7 SBC Wisconsin may audit CLEC's compliance with the Eligibility Criteria by obtaining and paying for an independent auditor to audit, on no more frequently than an annual basis, CLEC's compliance in Wisconsin with the conditions set out in Section 6. Such an audit will be initiated only to the extent reasonably necessary to determine CLEC's compliance with the Eligibility Criteria. For purposes of calculating and applying an "annual basis", "annual basis" shall mean a consecutive 12-month period, beginning upon SBC Wisconsin's written notice that an audit will be performed for Wisconsin, subject to Section 6.3.7.4 of this Section.

- 6.3.7.1 To invoke its limited right to audit, SBC Wisconsin will send a Notice of Audit to CLEC, identifying examples of particular High-Cap EELS for which SBC Wisconsin alleges non-compliance and the cause upon which SBC Wisconsin rests its audit. The Notice of Audit shall state the proposed scope of the audit and include all supporting documentation upon which SBC Wisconsin establishes the cause that forms the basis of its belief that CLEC is non-compliant. Such Notice of Audit will be delivered to CLEC with supporting documentation no less than thirty (30) calendar days prior to the date upon which SBC Wisconsin seek to commence an audit. The Notice of Audit shall identify the proposed independent auditor. Such auditor may not be substantially dependent upon either Party for work.
- 6.3.7.2 Unless otherwise agreed by the Parties (including at the time of the audit), the independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants, which will require the auditor to perform an “examination engagement” and issue an opinion that includes the auditor’s determination regarding CLEC’s compliance with the Eligibility Criteria. The independent auditor’s report will conclude whether CLEC complied in all material respects with the Eligibility Criteria.
- 6.3.7.3 Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically include an examination of a sample selected in accordance with the independent auditor’s judgment.
- 6.3.7.4 SBC Wisconsin shall provide CLEC with a copy of the independent auditor’s report within 2 business days from the date of receipt. If the auditor’s report concludes that CLEC failed to comply with the Eligibility Criteria for a High-Cap EEL, CLEC must true-up any difference in payments paid to SBC Wisconsin and the rates and charges CLEC would have owed SBC Wisconsin beginning from the date that the non-compliance of the High-Cap EEL with the Eligibility Criteria, in whole or in part, began. CLEC shall submit orders to SBC Wisconsin to either convert all noncompliant High-Cap EELs to the equivalent or substantially similar wholesale service or disconnect non-compliant High-Cap EELs. Conversion and/or disconnect orders shall be submitted within 30 days of the date on which CLEC receives a copy of the auditor’s report and CLEC shall begin paying the trued-up and correct rates and charges for each converted High-Cap EEL beginning with the next billing cycle following SBC Wisconsin’s acceptance of such order, unless CLEC disputes the auditor’s finding and initiates a proceeding at the Commission for resolution of the dispute, in which case no changes shall be made until the Commission rules on the dispute. Any disputes between the Parties related to this audit process will be resolved in accordance with the Dispute Resolution Process set forth in the General Terms and Conditions of this Agreement. With respect to any noncompliant High-Cap EEL for which CLEC fails to submit a conversion or disconnect order or dispute the auditor’s finding to the Commission within such 30-day time period, SBC Wisconsin may initiate and effect such a conversion on its own without any further consent by CLEC. If converted, CLEC must convert the non-compliant High-Cap EEL to an equivalent or substantially similar wholesale service, or group of wholesale services. Reasonable steps will be taken to avoid disruption to CLEC’s customer’s service or degradation in service quality in the case of conversion. Following conversion, CLEC shall make the correct payments on a going-forward basis in addition to paying trued-up and correct rates and charges, as provided by this section. In no event shall rates set under Section 252(d)(1) apply for the use of any High-Cap EEL for any period in which CLEC does not meet the Eligibility Criteria set forth in this section 6 for that High-Cap EEL. Furthermore, if CLEC disputes the auditor’s finding and initiates a proceeding at the Commission and if the Commission upholds the

auditor's finding, the disputed amounts shall be paid to SBC Wisconsin within sixty (60) days of the Commission ruling and SBC Wisconsin shall retain any disputed amounts already paid by CLEC.

- 6.3.7.5 If the auditor's report concludes that CLEC failed to comply, in all material respects with the EELs Eligibility Criteria, CLEC will reimburse SBC Wisconsin for 100% of the cost of the independent auditor. All costs of the independent auditor for which SBC Wisconsin seeks reimbursement shall be commercially reasonable. The CLEC reimbursement in this Section 6.3.7.5 is only applicable where there is an auditor finding of noncompliance and no Party challenges this finding with the ICC, or if there is an auditor finding of noncompliance followed by a Party filing a challenge to this finding with the Commission followed by the Commission affirming the auditor finding of noncompliance.
- 6.3.7.6 To the extent the auditor's report concludes that CLEC complied with the Eligibility Criteria for all High-Cap EELS that were audited, SBC Wisconsin must reimburse CLEC for all of its reasonable costs associated with the audit.
- 6.3.7.7 CLEC will maintain the appropriate documentation to support its self certifications of compliance with the Eligibility Criteria pursuant to the document retention terms and conditions of the underlying Agreement. To the extent the underlying Agreement does not include document retention terms and conditions, CLEC will maintain the appropriate documentation to support its self certifications for as long as the Agreement is operative, plus a period of two years.
- 6.3.7.8 SBC Wisconsin can seek an audit for any particular High-Cap EEL for the period which is the shorter of (i) the period subsequent to the last day of the period covered by the audit which was last performed, provided that the High-Cap EEL was within the scope of such prior audit as stated in the independent auditor's report; and, (ii) the twenty-four (24) month period immediately preceding the date notice of such requested audit is provided to CLEC, but in any event not prior to the date the circuit was established.
- 6.3.7.9 In the event the underlying Agreement does not contain a backbilling statute of limitations, backbilling pursuant to Section 6.0 is limited to two years prior to the date of the Notice of Audit.

6.4 Provisioning for EELs

- 6.4.1 With respect to an EEL, CLEC will be responsible for all Channel Facility Assignment ("CFA") and/or Assigned Point of Termination ("APOT"). The CFA/APOT are the assignments CLEC provides to SBC Wisconsin from CLEC's collocation arrangement.
- 6.4.2 SBC Wisconsin will perform all maintenance functions on EELs during a mutually agreeable timeframe to test and make adjustments appropriate for maintaining the UNEs in satisfactory operating condition. No credit will be allowed for normal service disruptions involved during such testing and adjustments. Standard credit practices will apply to any service disruptions not directly associated with the testing and adjustment process.
- 6.4.3 EELs may utilize multiplexing capabilities. The High Cap EEL may be obtained by CLEC if available and if CLEC meets all Eligibility Criteria set forth in this Section 6.0.

6.5 Other than the Eligibility Criteria set forth in this Section, SBC Wisconsin shall not impose limitations, restrictions, or requirements on requests for the use of UNEs for the service CLEC seeks to offer.

- 7.0 Availability of HFPL for Purposes of Line Sharing.
- 7.1 SBC Wisconsin shall make available to CLEC (or its proper successor or assign pursuant to the terms of the Agreement) line sharing over the High Frequency Portion of the Loop (“HFPL”) in accordance with the TRO and associated Rules 51.319(a)(1)(i)-(iv) and (b)(1).
- 7.2 Grandfathered and New End-Users: SBC Wisconsin will continue to provide access to the HFPL, where: (i) prior to October 2, 2003, CLEC began providing DSL service to a particular end-user customer and has not ceased providing DSL service to that customer (“Grandfathered End-Users”); and/or (ii) CLEC began providing xDSL service to a particular end-user customer between October 2, 2003, and December 3, 2004 (“New End-Users”). Such access to the HFPL shall be provided at the same monthly recurring rate that SBC Wisconsin charged prior to October 2, 2003 as set forth in the Pricing Schedule of the Agreement, and shall continue for Grandfathered End-Users until CLEC’s xDSL-base service to the end-user customer is disconnected for whatever reason, and as to New End-Users the earlier of: (1) CLEC’s xDSL-base of service to the customer is disconnected for whatever reason; or (2) October 2, 2006. Beginning October 2, 2006, SBC Wisconsin shall have no obligation to continue to provide the HFPL for CLEC to provide xDSL-based service to any New End-Users that CLEC began providing xDSL-based service to over the HFPL on or after October 2, 2003 and before December 3, 2004. Rather, effective October 2, 2006, CLEC must provide xDSL-based service to any such new end-user customer(s) via a line splitting arrangement, over a stand-alone xDSL Loop purchased from SBC Wisconsin, or through an alternate arrangement, if any, that the Parties may negotiate. Any references to the HFPL being made available as an unbundled network element or “UNE” are hereby deleted from the underlying Agreement.
- 8.0 Routine Network Modifications
- 8.1 Routine Network Modifications – UNE Local Loops
- 8.1.1 SBC Wisconsin shall make all routine network modifications to UNE Local Loop facilities used by CLEC where the requested UNE Local Loop facility has already been constructed. SBC Wisconsin shall perform all routine network modifications to UNE Local Loop facilities in a nondiscriminatory fashion, without regard to whether the UNE Local Loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.
- 8.1.2 A routine network modification is an activity that SBC Wisconsin regularly undertakes for its own customers. Routine network modifications include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that the ILEC ordinarily attaches to activate such loops for its own customers. Routine network modifications may entail activities such as accessing manholes, splicing into existing cable, deploying bucket trucks to reach aerial cable, and installing equipment casings.
- 8.1.3 Routine network modifications do not include the construction of an altogether new loop; installing new aerial or buried cable; securing permits or rights-of-way; or constructing and/or placing new manholes or conduits or installing new terminals. SBC Wisconsin is not obligated to perform such activities for CLEC.
- 8.1.4 Intentionally omitted.
- 8.1.5 SBC Wisconsin shall provide routine network modifications at the rates, terms and conditions set out in this Attachment, and in the state specific Pricing Schedule. SBC Wisconsin shall impose charges for routine network modifications in instances where such charges are not included in any

costs already recovered through existing, applicable recurring or and non-recurring charges. SBC Wisconsin shall expressly certify that no costs recovered by routine network modification charges are recovered by any other rate or charge. The resulting ICB rates shall continue to apply to such routine network modifications unless and until the Parties negotiate specific rates based upon actual time and materials costs for such routine network modifications or specific rates are otherwise established for such routine network modifications through applicable state commission proceedings.

8.2 Routine Network Modifications –UNE Dedicated Transport and Dark Fiber

8.2.1 SBC Wisconsin shall make all routine network modifications to UNE Dedicated Transport including Dark Fiber facilities used by CLEC where the requested UNE Dedicated Transport including Dark Fiber facilities have already been constructed. SBC Wisconsin shall perform all routine network modifications to UNE Dedicated Transport including Dark Fiber facilities in a nondiscriminatory fashion, without regard to whether the UNE Dedicated Transport including Dark Fiber facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

8.2.2 A routine network modification is an activity that SBC Wisconsin regularly undertakes for its own customers. Routine network modifications include, but are not limited to, rearranging or splicing of cable, adding an equipment case, adding a doubler or repeater, adding a smart jack, installing a repeater shelf, adding a line card and deploying a new multiplexer or reconfiguring an existing multiplexer. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable and installing equipment casings.

8.2.3 Routine network modifications do not include the construction of new UNE Dedicated Transport including Dark Fiber; installing new aerial or buried cable; securing permits or rights-of-way; constructing and/or placing new manholes or conduits or installing new terminals. SBC Wisconsin is not obligated to perform the above stated activities for CLEC. However, when CLEC purchases Dark Fiber, SBC Wisconsin shall not be obligated to provide the optronics for the purpose of lighting the Dark Fiber.

9.0 Entrance Facilities and Interconnection Facilities.

9.1 Dedicated Transport facilities that do not connect a pair of incumbent LEC wire centers, including but not limited to, the transmission facilities that connect CLEC's networks with SBC Wisconsin's networks, are Entrance Facilities that will no longer be Unbundled Network Elements provided pursuant to 47 U.S.C. § 251(c)(3) under the Agreement. Effective immediately, CLEC shall not place orders for new Entrance Facilities as UNEs. As to existing Entrance Facility UNEs, CLEC must within 90 days of the Effective Date of this Attachment either request disconnection; submit a request for analogous access service; or identify and request another alternative service arrangement.

9.2 Notwithstanding Section 15.1, SBC Wisconsin is required to provide access to facilities that CLEC requests to interconnect with SBC Wisconsin's network for the transmission and routing of telephone exchange service and exchange access service, in accordance with the requirements of Section 251(c)(2) of the Act ("Interconnection Facilities").

10.0 General Terms.

10.1 Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law," "successor rates" and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.

- 10.2 This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- 10.3 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 10.4 This Amendment shall be filed with and is subject to approval by the Public Utility Commission and shall become effective ten (10) days following approval by such Commission.
- 10.5 Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.
- 10.6 Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
- 10.7 Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.
- 10.8 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 of this Amendment. Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law", "successor rates" and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.
- 10.9 This Amendment may require that certain sections of the Agreement shall be replaced and/or modified by the provisions set forth in this Amendment. The Parties agree that such replacement and/or modification shall be accomplished without the necessity of physically removing and replacing or modifying such language throughout the Agreement.
- 10.10 The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Commission and shall become effective ten (10) days following approval by such Commission (the "Amendment Effective Date").
- 10.11 Reservation of Rights. The terms of this Amendment, and the fact that the parties agreed to the terms of this Amendment, may not be used against either party in any subsequent 251/252 arbitration in Wisconsin (excluding any future arbitration or proceeding to enforce the terms and conditions of this Amendment) or in any 251/252 arbitration in another state. Nothing contained in this Amendment shall limit either Party's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect either Party's obligations under the Agreement, this Amendment, any SBC Wisconsin tariff, or Applicable Law. Furthermore, to the extent any

terms of this Amendment are imposed by arbitration, a party's act of incorporating those terms into the agreement should not be construed as a waiver of any objections to that language and each party reserves its right to later appeal, challenge, seek reconsideration of, and/or oppose such language.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this _____ day of _____, 2005, by the Parties, signing by and through their duly authorized representatives

First Communications, LLC

By: _____

Name: _____
(Print or Type)Title: _____
(Print or Type)

Date: _____

Wisconsin Bell, Inc. d/b/a SBC Wisconsin by SBC Operations, Inc., its authorized agent

By: _____

Name: _____
(Print or Type)

Title: AVP-Local Interconnection Marketing

Date: _____

FACILITIES-BASED OCN # _____**ACNA** _____

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 25th day of October, 2005, by the Parties, signing by and through their duly authorized representatives

First Communications, LLC

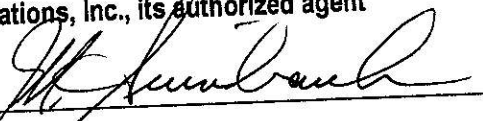
By: 

Name: Joseph R. Morris
(Print or Type)

Title: Chief Operating Officer
(Print or Type)

Date: 10/20/05

Wisconsin Bell, Inc. d/b/a SBC Wisconsin by SBC
Operations, Inc., its authorized agent

By: 

Name: Mike Auinbauh
(Print or Type)

Title: AVP-Local Interconnection Marketing

Date: OCT 25 2005

FACILITIES-BASED OCN # 510D, 2975

ACNA NWO, LUL, FNO